

ORDER FOR SUPPLIES OR SERVICES						Form Approved		Page 1 Of 27	
1. Contract/Purch Order No.		2. Delivery Order No.		3. Date Of Order		4. Requisition/Purch Request No.		5. Certified for National Defense Under DMS Reg 1 Priority DOA5	
DAAE20-01-P-0137				2001JAN25		SEE SCHEDULE			
6. Issued By			Code	7. Administered By (If other than 6)			Code	8. Delivery FOB	
TACOM-ROCK ISLAND AMSTA-LC-CSC-A SUE MCGREGOR (309)782-3127 ROCK ISLAND IL 61299-7630 EMAIL: MCGREGORS@RIA.ARMY.MIL			W52H09	DCMC DETROIT US ARMY TANK-AUTOMOTIVE COMMAND (TACOM) BLDG 231 ATTN DCMDE GJD WARREN MI 48397-5000			S2305A	<input type="checkbox"/> Dest <input checked="" type="checkbox"/> Other	
				SCD B PAS NONE ADP PT SC1012			(See Schedule if other)		
9. Contractor		Code	Facility Code		10. Deliver To FOB Point By (Date)			11. Mark If Business Is	
MAJESTIC METAL FABRICATING CO 27941 GROESBECK HWY ROSEVILLE MI 48066-2785		7N695			SEE SCHEDULE				
					12. Discount Terms				
					13. Mail Invoices To See Block 15				
14. Ship To		Code	15. Payment Will Be Made By			Code	Mark All Packages And Papers With Contract Or Order Number		
SEE SCHEDULE			DFAS-COLUMBUS CENTER DFAS-CO-JNF/NEW DOMINION P O BOX 182041 COLUMBUS OH 43218-2041			SC1018			
16. T O Y R P D E E R O F	Delivery		This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.						
	Purchase	X	Reference your <input type="checkbox"/> Oral; <input type="checkbox"/> Written Quotation DAAE2001T0021, Dated 2000DEC12 furnish the following on terms specified herein. Acceptance. The Contractor Hereby Accepts The Offer Represented By The Numbered Purchase Order As It May Previously Have Been Or Is Now Modified, Subject To All Of The Terms And Conditions Set Forth, And Agrees To Perform The Same.						
Name Of Contractor		Signature		Typed Name And Title		Date Signed			
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:									
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE									
18. Item No.	19. Schedule Of Supplies/Service			20. Quantity Ordered/ Accepted*	21. Unit	22. Unit Price	23. Amount		
	SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Supply Contracts and Priced Orders								
* If quantity accepted by the Government is same quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. United States Of America			25. Total	\$17,850.00	
				By: ELVIA JAGGERS /SIGNED/ JAGGERSE@RIA.ARMY.MIL (309)782-3271			29. Differences		
26. Quantity In Column 20 Has Been					27. Ship. No.	28. D.O. Voucher No.	30. Initials		
<input type="checkbox"/> Inspected <input type="checkbox"/> Received <input type="checkbox"/> Accepted And Conforms To Contract Except As Noted Date _____ Signature Of Authorized Govt Representative _____ 36. I certify this account is correct and proper for payment Date _____ Signature And Title Of Certifying Officer _____					<input type="checkbox"/> Partial <input type="checkbox"/> Final	32. Paid By	33. Amount Verified Correct For		
					31. Payment		34. Check Number		
							<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	35. Bill Of Lading No.	
37. Received At	38. Received By	39. Date Received		40. Total Containers	41. S/R Account No.		42. S/R Voucher No.		

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SUPPLEMENTAL INFORMATION

- THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM), ROCK ISLAND SITE (TACOM-RI), ISSUES A PURCHASE ORDER FOR 100 EACH, BOX, AMMUNITION, NSN: 8140-00-659-0078, P/N: 6590078, AT A UNIT PRICE OF \$178.50, FOR A TOTAL PRICE OF \$17,850.00.
- THE OPTION UNIT PRICE IS \$178.50.
- THE CONTRCTOR'S QUOTE, DATED 22 DEC 2000, IS INCORPORATED.

*** END OF NARRATIVE A 004 ***		
Regulatory Cite	Title	Date
1	HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.		
(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.		
(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.		
(AA7020)		
2	52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI	NOV/1995
a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.		
b. If you think that this solicitation: <ol style="list-style-type: none"> has inappropriate requirements; or needs streamlining; or should be changed 		
you should first contact the buyer or the Procurement Contracting Officer (PCO).		
c. The buyer's name, phone number and address are on the cover page of this solicitation.		
d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are: <div> U.S. Army TACOM-RI AMSTA-CM-CR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3223 Electronic Mail Address: AMSTA-CM-CR@ria.army.mil </div>		
e. If you contact the Ombudsman, please provide him with the following information: <ol style="list-style-type: none"> TACOM-RI solicitation number; 		

- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

352.210-4516COMMERCIAL EQUIVALENT ITEM(S)JUN/1998
TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

452.211-4506INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDSDEC/1997
TACOM-RI

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO

- (c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.
- (d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.
- (e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:
- (1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN _____PRICE \$ _____

CLIN _____PRICE \$ _____

CLIN _____PRICE \$ _____

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CLIN _____ PRICE \$ _____

(End of clause)

(AS7008)

5 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED APR/1999
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

6 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

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The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

7	52.245-4576	NOTICE OF DEMILITARIZATION REQUIREMENT	MAR/1995
	TACOM-RI		

This solicitation and any resulting contract are subject to the ''Demilitarization - Small Arms Weapons and Parts, and Accessories (Category I - Munitions List Items)'' clause contained in Section H of this document.

(End of clause)

(AS7500)

8	52.246-4538	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2	JUN/1998
	TACOM-RI		

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

1. The Tank-automotive and Armaments Command (TACOM), Rock Island Site (TACOM-RI), has a requirement to purchase 100 each, Box, Ammunition, NSN: 8140-00-659-0078, P/N: 6590078.

2. Contract award will be made on the basis of price and past performance. See Section M for additional information.

3. FOB is destination.

4. This is a total, small business set-aside.

5. A 100% option will be included.

6. Heavy phosphate coating, in accordance with MIL-DTL-16232G, is required.

7. Submission of all QAP certifications, and weld procedures and specimens IAW MIL-STD-1261 are required. A procedure and specimen shall be provided for each type of weld required. These must be submitted and approved before the start of production. ISO9003, with paragraph 4.9 from ISO9002, is required. See Section E for additional information.

*** END OF NARRATIVE A 001 ***

THE PURPOSE OF THIS AMENDMENT IS TO ADD THE EVALUATION INFORMATION THAT WILL BE USED FOR AWARD. THIS INFORMATION WAS INADVERTENTLY LEFT OUT OF THE ORIGINAL SOLICITATION.

OFFERORS ARE HEREBY NOTIFIED THAT AWARD WILL NOT BE BASED ON PRICE ALONE, BUT AN EVALUATION OF PRICE AND PAST PERFORMANCE. OFFERORS ARE DIRECTED TO REVIEW ALL PORTIONS OF THE SOLICITATION WITH SPECIAL ATTENTION TO SECTIONS L, INSTRUCTIONS, CONDITIONS

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AND NOTICES TO OFFERORS, AND SECTION M, EVALUATION OF OFFERS.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THE CLOSING DATE REMAINS JANUARY 02, 2001.

*** END OF NARRATIVE A 002 ***

THE PURPOSE OF THIS AMENDMENT IS TO EXTEND THE CLOSING DATE TO JANUARY 16, 2001.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 003 ***

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUPPLIES OR SERVICES AND PRICES/COSTS				
	<u>Supplies or Services and Prices/Costs</u>				
0001AA	<u>PRODUCTION QUANTITY</u>	100	EA	\$ 178.50000	\$ 17,850.00
	NSN: 8140-00-659-0078 NOUN: BOX,AMMUNITION FSCM: 19204 PART NR: 6590078 SECURITY CLASS: Unclassified PRON: M111S022M1 PRON AMD: 03 ACRN: AA AMS CD: 060011L9BR4 <u>Description/Specs./Work Statement</u> TOP DRAWING NR: 6590078 DATE: 02-OCT-2000 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H090305A150 W31G1Z J 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 100 29-JUN-2001 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Z) XU W0L7 ANNISTON MUNITIONS CENTER TRANSPORTATION OFFICE ANNISTON AL 36201-5021 <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-01-P-0137/0000				
0002	<u>Supplies or Services and Prices/Costs</u>				
	<u>DATA ITEM</u>			\$ ** NSP **	\$ ** NSP **
	NOUN: DD FORM 1423 SECURITY CLASS: Unclassified The contractor will prepare and deliver the technical data in accordance with the requirements, quantities, and schedules set forth in the Contract Data Requirements List (DD Form 1423), Exhibit A. A DD250 IS NOT REQUIRED.				

Name of Offeror or Contractor: MAJESTIC METAL FABRICATING CO

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SEQUENCE A002 - PHOSPHATE COATING PRE-PRODUCTION PROCEDURE</p> <p>Prior to production, approval thru the contracting officer is required within 60 days after contract award.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Destination</p>				

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9	252.225-7008	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998
	DFARS		

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

None

(BA6701)

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

10	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988
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In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 6590078 with revisions in effect as of October 2, 2000 (except as follows):

DELETE - MIL-STD-278

SUBSTITUTE - NAVSEA TECHNICAL PUBLICATION S9074-AR-GIB-010/278

(CS6100)

11	52.210-4501 TACOM-RI	PHOSPHATE COATING REQUIREMENT	MAR/2000
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The following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification MIL-DTL-16232G as called out on the drawings with a finish per paragraphs 5.3.1 and 5.3.2 of MIL-STD-171.

a. Paragraph 3.1 of MIL-DTL-16232G refers to "Preproduction Inspection". The appropriate address to which phosphate coating procedures should be sent by the contractor is Commander, Tank-automotive and Armaments Command - Rock Island site, ATTN: AMSTA-LC-CSC-A/S. McGregor, Rock Island, IL 61299-7630. The contract number must be cited on all phosphate coating procedures being submitted to TACOM-RI for review and approval. Procedures shall include product name and manufacturer of all chemicals to be used. All processes, equipment, and controls used for phosphating shall be described in detail.

b. Paragraph 3.2.5-c of MIL-DTL-16232G refers to the "Chromic acid rinse, (Classes 1, 2, and 3)." The final rinse shall be checked by a standard free and total acid titration along with a pH reading prior to starting production and at least every 8 hours thereafter.

c. Paragraph 4.7.3 of MIL-DTL-16232G refers to "Weight per unit area of phosphate coatings." The frequency for testing coating weight is every 8 hours.

d. Paragraph 4.7.5 of MIL-DTL-16232G refers to "Accelerated corrosion resistance." Accelerated corrosion resistance shall be determined in accordance with 4.7.5.1. The frequency for testing accelerated corrosion resistance per ASTM B117 is every 8 hours.

(End of clause)

(CS6510)

12	52.210-4511 TACOM-RI	STATEMENT OF WORK - OZONE DEPLETING CHEMICALS	MAR/1994
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(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, 'Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances .

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

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N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

13 52.248-4502 CONFIGURATION MANAGEMENT DATA INTERFACES MAR/1999
TACOM-RI

The contractor may submit Engineering Change Proposal (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Notice of Revisions (NORs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with Table DIP4-1 of MIL-STD-2549. The contractor is not responsible for the documentation of the logistics support impact of proposed ECPs.

These documents shall be submitted on the WWW via the Engineering Changes At Light Speed (ECALS) Worldwide Web page and in accordance with the enclosed DD Form 1423, Contract Data Requirements Lists.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first, will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government. If the first VECP submitter's proposal is accepted by the Government, subsequent submitters will receive no VECP savings under their own or other contracts.

(End of Clause)

(CS7108)

PACKAGING AND MARKING

14 52.211-4503 PACKAGING REQUIREMENTS (COMMERCIAL) FEB/2000
TACOM-RI

a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL
Level of Packing: COMMERCIAL
Quantity Per Unit Package: 001
Quantity of Unit Packages Per Intermediate Container: SEE PARA 3

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

(i) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(ii) Preservation - Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack

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compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.

(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing:

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(ii) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 MAY 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS: N/A

(End of clause)

(DS6413)

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AIE IS NOT APPROPRIATE FOR THIS SOLICITATION. SUBMISSION OF ALL QAP CERTIFICATIONS AND WELD PROCEDURES AND SPECIMENS IAW MIL-STD-1261 IS REQUIRED. A PROCEDURE AND SPECIMEN SHOULD BE PROVIDED FOR EACH TYPE OF WELD REQUIRED. THESE SHOULD BE SUBMITTED AND APPROVED BEFORE THE START OF PRODUCTION. THE WELD PROCEDURES AND SPECIMENS SHOULD BE SUBMITTED AND SHIPPED TO: COMMANDER, PICATINNY ARSENAL, ATTN: AMSTA-AR-AET-M/MR. ROGER STANTON, DOVER, NJ 07806-5000.

AN ISO9003 QUALITY SYSTEM, WITH PARAGRAPH 4.9 FROM ISO9002, IS REQUIRED.

*** END OF NARRATIVE E 001 ***

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<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

15	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
16	52.246.4025 TACOM-RI	HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT	OCT/2000

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve defect detection through final inspection and test. Your quality system shall, at a minimum, comply with the requirements of an ISO 9003 system.

(b) Your quality system may be based on (1) international quality standards such as ISO 9003, or (2) commercial, or (3) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- () ISO 9001
- () ISO 9002
- () ISO 9003
- () QS 9000
- () ANSI/ASQ 9001
- () ANSI/ASQ 9002
- () ANSI/ASQ 9003

(c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, is not required.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contract requirements.

(End of clause)

(ES7023)

17	52.246-4503 TACOM-RI	ALTERNATIVES TO LOT ACCEPTANCE SAMPLING (INCLUDING STATISTICAL PROCESS CONTROL (SPC))	JAN/1999
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(a) Offerors are encouraged to propose a defect prevention strategy in lieu of lot acceptance inspection and testing requirements cited in the technical data package. The Government recognizes that industry has developed numerous prevention based strategies which result in reduced process variation and promote continuous process improvement initiatives. Use of alternatives to lot acceptance sampling can provide offerors the latitude of implementing prevention based programs that are suitable to their particular mode of operation. Offerors are encouraged to submit their alternative proposals prior to award. Although the

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Government will entertain post award requests, there is no guarantee such requests will be accepted.

- (b) Requests to use alternatives to lot acceptance sampling shall be provided to the Contracting Officer for review and approval or disapproval. Such requests shall include:
- (1) Identification of the specific inspections and tests to be reduced or eliminated.
 - (2) A description of your prevention based program. This should include such topics as a training program and the performance of audits.
 - (3) A description of the tools used to monitor and control the specific processes being evaluated. This should include such topics as criteria for determining out of control conditions and procedures to be used when an out of control condition is detected.
 - (4) The results of a process performance study, and if available, the results of a process capability study.
 - (5) For SPC data to be used as an alternative to lot acceptance sampling, the following conditions shall be met:
 - (i) The process is in a state of statistical control using SPC control chart methods.
 - (ii) Variable data: for Critical characteristics a CPK \geq 2.00 (or equivalent capability) is achieved; for Major characteristics a CPK \geq 1.33 (or equivalent capability) is achieved.
 - (iii) Attribute data: for Critical Characteristics a process average of 100% of the product conforming to the specification; for Major Characteristics a process average of 99.9937% of the product conforming to the specification.
- (c) Proposals offered after award. The Contracting Officer is responsible for accepting or rejecting the alternate lot acceptance procedure submitted by the contractor. The contractor may submit an alternate lot acceptance procedure at any time during the performance of this contract. The Contracting Officer is responsible for accepting or rejecting the alternate procedure within 30 days of receipt. If the Government needs more time to evaluate the alternate procedure, the Contracting Officer shall notify the contractor in writing, giving the reasons and the anticipated decision date. The contractor may withdraw its proposal at anytime prior to its incorporation by contract modification. Because offerors may withdraw their proposal at anytime, the Contracting Officer's failure to timely accept or reject the proposal shall not constitute grounds for claim against the Government. Any proposed and accepted procedure must be incorporated by contract modification. If the alternate procedure is not accepted, the Contracting Officer shall provide the contractor with written notification, explaining the reasons for rejection.
- (d) Any equitable adjustment resulting from approval of an alternate lot acceptance procedure described in paragraph (c) above will be handled in accordance with the Changes clause of this contract.
- (e) Until notification is received, the contractor is required to perform under this contract in accordance with the requirements herein, including lot acceptance inspection and testing.

(End of clause)

(ES7019)

18	52.246-4528 TACOM-RI	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
a. Rework and Repair are defined as follows:			
(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.			
(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.			
b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to			

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the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

19	52.246-4532	DESTRUCTIVE TESTING	MAY/1994
	TACOM-RI		

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to be delivered to the Government as set forth in the Contract Schedule.

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of Clause)

(ES7011)

20	52.246-4540	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2-2000	MAR/1997
	TACOM-RI		

a. The (CP)2-2000 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2-2000 program, please contact the Contracting Officer.

b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2-2000 certification process.

c. You may provide the following information relative to (CP)2-2000 certification:

(1)____NOT CERTIFIED

(2)____CERTIFIED

(i)____DATE OF CERTIFICATION

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(ii) CERTIFYING ACTIVITY

d. For Contractor facilities currently certified under the (CP)2-2000 program, the following shall apply:

(1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The provisions of the "Statistical Process Control (SPC)" clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as "critical" or "special."

(2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the "Acceptance Inspection Equipment (AIE)" clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for "critical" or "special" characteristics or parameters.

(3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.

e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2-2000 agreement between the Government and the Contractor.

(End of Clause)

(ES7016)

DELIVERIES OR PERFORMANCE

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<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

21	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
22	52.247-34	F.O.B. DESTINATION	JAN/1991
23	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
24	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of 'Ship to' and 'Notification' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight

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routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG						JOB			
ITEM	AMS CD	ACRN	STAT	ACCOUNTING CLASSIFICATION				ORDER	ACCOUNTING	OBLIGATED	
								NUMBER	STATION	AMOUNT	
0001AA	M111S022M1	AA	2	97	X4930AC9G	6D	26KB	S11116	W52H09	\$	17,850.00
	060011L9BR4										
									TOTAL	\$	17,850.00
SERVICE									ACCOUNTING	OBLIGATED	
NAME	TOTAL BY ACRN		ACCOUNTING CLASSIFICATION						STATION	AMOUNT	
Army		AA	97	X4930AC9G	6D	26KB	S11116	W52H09	\$	17,850.00	
									TOTAL	\$	17,850.00
25	52.232-4500										
	TACOM-RI										AUG/1997

The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher.

(End of clause)

(GS7016)

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SPECIAL CONTRACT REQUIREMENTS

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(HA7001)

26	52.246-4500	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	MAY/2000
	TACOM-RI		

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are mcgregors@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-6016, ATTN: AMSTA-LC-CSC-A/Sue McGregor and (309) 782-1338 (ATTN: Nancy Fraser).

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

(1) The FMS/MAP copies may be submitted to:
N/A

(End of Clause)

(HS6510)

27	252.217-7026	IDENTIFICATION OF SOURCES OF SUPPLY	NOV/1995
	DFARS		

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer of sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE						
Line	National	Commercial	Source of Supply		Actual	
Items	Stock	Item	Company	Address	Part No.	Mfg
(1)	Number	(Y or N)	(4)	(4)	(5)	(6)
(2)	(3)					
_____	_____	_____	_____	_____	_____	_____

(1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list 'none.'

(3) Use 'Y' if the item is a commercial item; otherwise, use 'N'. If 'Y' is listed, the Offeror need not complete the

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remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use 'Y' if the source of supply is the actual manufacturer; 'N' if it is not; and 'U' if unknown.

(End of clause)

NOTE:

a. An original and one copy of the information required above, shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).

b. In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End of Clause)

(HA7705)

28

52.239-4500

YEAR 2000 (Y2K) COMPLIANCE

NOV/1998

TACOM-RI

a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall by Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

29

52.245-4575

DEMILITARIZATION - SMALL ARMS WEAPONS AND PARTS, AND ACCESSORIES

FEB/1995

TACOM-RI

(CATEGORY I - MUNITIONS LIST ITEMS)

(a) Definitions. (i) 'Excess property,' means property of the type covered by this contract for which the Contractor does not claim or is refused payment; including, but not limited to, rejects or overruns. Excess property (whether title to the property is in the Government or not) includes completed or partially completed parts, components, subassemblies and assemblies, end items, and all associated packaging and marking.

(ii) 'Significant Military Equipment (SME),' means those articles for which special controls are warranted because of their capacity for military utility or capability.

(iii) 'Munitions List Items (MLI),' means those items listed on the U.S. Munitions List. The U.S. Munitions List delineates the articles, services and related technical data designated as defense articles and defense services pursuant to the Arms Export Control Act.

(b) This contract requires the manufacture, assembly, test, maintenance, repair and/or delivery of military/defense items. This clause sets forth the requirements for the demilitarization, and corresponding certification, of excess property under this contract. These requirements are applicable to any contractor/subcontractor who performs work on this contract.

(c)(1) Upon completion of production under this contract, the contractor shall notify the ACO, or his designated representative, in a timely manner so that a Government representative can physically witness the demilitarization of material under this contract. Demilitarization shall be accomplished as prescribed in subparagraph (d) below. The Contractor and the

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Government representative are both required to sign and date the demilitarization certificate (provided below). The certificate shall state that demilitarization has been accomplished, and identify the quantity and items which were demilitarized.

CERTIFICATE

I, _____ (name and title of Contractor's employee) am the officer or employee of _____ (name of company) responsible for assuring demilitarization requirements have been accomplished. I certify that ** (IDENTIFY ITEMS AND QUANTITIES) ** were demilitarized in accordance with instructions provided in contract _____ (contract number).

(end of certificate)

(2) This certificate, along with the final DD Form 250, will be forwarded by the Government QAR to the Administrative Contracting Officer (ACO) so that final payment can be made. The ACO will not release the final DD Form 250 for payment to the Contractor unless the Demilitarization Certificate has been received. The Demilitarization Certificate received will become part of the contract file.

WARNING: SIGNING A FALSE CERTIFICATE CONSTITUTES A FELONY AND MAY SUBJECT THE INDIVIDUAL TO CRIMINAL PROSECUTION.

(3) To accomplish the certification requirements for subcontractor demilitarization, the contractor is required to follow all procedures of subparagraph (c)(1) above. The subcontractor is responsible for all of the contractor requirements specified, and the contractor is responsible for all of the Government requirements specified. Therefore, the prime Contractor must witness the actual demilitarization of material under this contract by the subcontractor, and so certify.

(d) Excess property shall be completely destroyed or mutilated (whichever is prescribed) prior to final payment, as set forth below. Demilitarization is necessary in order that the property will be unusable or nonreclaimable for its original purpose, and to preclude the possibility of reconditioning the property to make saleable as implements of destruction.

(1) The following items are considered to be SME and require total destruction worldwide:

- (i) All nonautomatic, semiautomatic, and automatic firearms and other weapons up to and including .50 caliber and all components and parts;
- (ii) Shotguns and all components and parts;
- (iii) Shoulder fired grenade launchers and all components and parts;
- (iv) Man portable rocket launchers and all components and parts;
- (v) Individually operated weapons which are prorable and/or can be fired without special mounts or firing devices and which have potential use in civil disturbances and are vulnerable to theft and all components and parts;
- (vi) Pyrotechnic pistols and other ground signal projectors and all components and parts;
- (vii) Rifle grenade launchers and all components and parts;
- (viii) Magazines and ammunition clips for items in this category. (Clips for the M1 rifle do not require demilitarization.)
- (ix) Insurgency counter-insurgency type firearms or other weapons having a special military application (i.e., close assault weapons systems), regardless of caliber, and all components and parts;
- (x) Technical data related to the manufacture or production of any defense article enumerated above.

(2) The following items are considered to be SME accessories and require key point demilitarization worldwide:

- (i) Gun mounts (including bipods and tripods). Key points are all attachment points/fittings and moveable joints.

(3) The following items are considered to be MLI accessories and require total or key point destruction worldwide, or as indicated:

- (i) Silencers, suppressors and mufflers (total destruction).

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(ii) Rifle scopes and all types of telescopic and optical sights including those designated for night sighting and viewing (key point destruction). Key points are attachment points/fittings, lenses, infrared source and as otherwise indicated by the ICA.

(4) The following items are considered to be MLI and to not require demilitarization:

(i) Clips for the M1 Rifle.

(ii) All other technical data (not in subparagraph (d)(1) above) and defense services directly related to any defense article enumerated in this category.

(e) Method and degree of demilitarizations.

(1) For items listed in subparagraph (d)(1) above, the preferred normal method of demilitarization is by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal. All cuts will completely sever the item and be made in accordance with instructions applicable to the items being demilitarized as depicted in appropriate figures in Appendix 7 of DoD 4160.21-M-1, Defense Demilitarization and Trade Security Control Manual. Shearing, crushing, deep water dumping or melting may be utilized when such methods of demilitarization are deemed more cost effective and/or practicable and are authorized by appropriate authority.

(2) Machine Guns will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or shearing the receiver in a minimum of two places or by crushing in a hydraulic or similar type press. The barrel will be torch cut, sheared or crushed in the chamber area and in two or more places to the extent necessary to prevent restoration. If the shearing or crushing method is used, the trunnion block and side frame must be completely cut through, broken or distorted to preclude restoration to a usable condition.

(3) Receivers shall be demilitarized by torch cutting in a minimum of two places utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.

(4) Bolts and barrels will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.

(5) Accessories; i.e., silencers and mufflers, rifle grenade launchers, riflescopes and all types of telescopic and optical sights including those designed for night sighting and viewing, and gunmounts (including bipods and tripods) will be demilitarized by breaking, crushing or cutting in a manner which precludes restoration to a usable condition in accordance with instructions applicable to the items being demilitarized as depicted in appropriate figures contained in Appendix 7 of DoD 4160.21-M-1.

(6) Other metallic parts, including M2 conversion kits, will be demilitarized by cutting, crushing or melting.

(7) Technical Data, to include any reproduced copies, additional drawings and working papers, will be demilitarized by burning, shredding or pulping.

(f) If demilitarization by melting is authorized and the Contractor does not possess the capability to perform this operation, this could be accomplished at Contractor expense by Rock Island Arsenal. If you desire to use this method, refer to the clause in Section J titled 'Attachment - Demilitarization by Melting/Demilitarization of Surplus Small Arms Weapons and Parts.

(g) The requirements of this clause shall apply to any packaging of Government property and excess property containing nonremovable markings required exclusively by this contract. Removable markings shall be removed before any nondemilitarized disposition.

(h) The Contractor/subcontractor agrees that no items demilitarized, as stated above, will be disposed of by the Contractor/subcontractor other than as scrap.

(i) Any excess property which arises out of this contract, but for which no demilitarization order was included in the contract, shall not be released, retained, sold, or disposed of in any manner without instructions from the ACO.

(j) Any requests for exceptions or waivers to this clause must be made in writing to the Procuring Contracting Officer.

(k) The Contractor further agrees that this clause, including this subparagraph (k), will be included in any subcontracts for the aforesaid items.

(End of clause)

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30 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993
TACOM-RI

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

CONTRACT CLAUSES

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If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

31	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
32	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
33	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
34	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
35	52.232-18	AVAILABILITY OF FUNDS	APR/1984
36	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
37	52.243-1	CHANGES - FIXED PRICE	AUG/1987
38	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
39	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR/1984
40	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
41	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
42	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998

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43	DFARS 252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
44	DFARS 252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
45	DFARS 252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
46	DFARS 252.242-7000	POSTAWARD CONFERENCE	DEC/1991
47	DFARS 252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
48	DFARS 252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
49	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	FEB/2001

Paragraph (b)(1)(viii) is deleted from this clause.

Information to be inserted in Paragraph (c):

<http://www.arnet.gov/far/>

or

www.acq.osd.mil/dp/dars

Paragraph (d) is deleted.

50	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1990
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a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s) 0001 by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding 60 DAYS PRIOR TO THE LAST SCHEDULED DELIVERY by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

Unit Price

Evaluated Option
(F.O.B. Origin)

\$ _____

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

51	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
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Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

52 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of clause)

(IF7016)

53 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS AUG/2000
DFARS

(a) Definition. 'SPI process,' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in PDF format at http://www.dcmc.hq.dla.mil/dcmc_o/oc/spi/files/dbreport/files/modified.pdf and in Excel format at http://www.dcmc.hq.dla.mil/dcmc_o/oc/spi/files/dbreport/files/modified.xls.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,

(2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

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Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is lan acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

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LIST OF ATTACHMENTS

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aaais.ria.army.mil/aaais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of <u>Addenda</u>	<u>Title</u>	<u>Date</u>	Number <u>of Pages</u>
Attachment 1A	Instruction for Completed DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Document of Contractor Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)

(JS7001)